EXHIBIT C

NFT PURCHASE AND STREAMING ROYALTIES AGREEMENT

This NFT Purchase and Streaming Royalties Agreement (this "**Agreement**") is a legally binding agreement by and between SMILE AND NOD LLC, a Delaware limited liability company ("**Artist**") and the initial and any subsequent purchaser of the Song Token (defined below) ("**you**" or "**Purchaser**"). Artist and each Purchaser may be referred to throughout this Agreement collectively as the "**Parties**" or individually as a "**Party**". All capitalized terms used but not defined herein shall have the respective meaning given to them in the Royal Website Terms.

WHEREAS, Artist's affiliate, the band known as "The Chainsmokers" (the "**Chainsmokers Band**") is a musical performer and recording artist who wants to offer collectible memorabilia in the form of Song Tokens (as defined below) directly to fans as a method of community building and in order to develop a more personal and direct connection with its fans; and

WHEREAS, Purchaser is a fan of the Chainsmokers Band musical catalog and wants to develop its personal connection with the Chainsmokers Band by purchasing or otherwise acquiring the Song Tokens, which strengthens the 'fan-to-artist' relationship.

NOW, THEREFORE, the Parties hereby agree to the following terms and conditions with respect to the purchase and sale of the Song Tokens:

1. **Agreement to Terms.** By acquiring, claiming, or purchasing a Song Token, you acknowledge that you have carefully read and agree to be legally bound by all of the terms and conditions of this Agreement. For purposes of this Agreement, a "**Song Token**" means a controllable electronic record minted on a blockchain as a non-fungible token ("**NFT**") that is linked to a perpetual, irrevocable (except as expressly set forth in clauses 6(a), 6(e)(II), and 10 below), and fully transferable (to the then-current owner of the Song Token only) license (the "**License**") to the specified percentage set forth in Section 3 below of Artist's affiliate, Chainsmokers, Inc.'s ("**CS**") Streaming Royalties (as defined below) attributable to the Recording (as defined herein). "**Streaming Royalties**" means a certain percentage of the "net receipts" (as calculated and defined by Sony Music Entertainment ("**Sony**")) actually received by CS from Sony after Sony's accounting period ending June 30, 2022 pursuant to the agreement between CS and Sony, solely with respect to the streams of the audio-only sound recording (each, a "**Recording**" and collectively, "**Recordings**")) embodied on the standard edition of the Chainsmokers' album titled "SO FAR SO GOOD" (the "**Album**") solely by means of on-demand streaming platforms (e.g., Spotify, Apple Music, Amazon Music) (the "**DSPs**"), which royalties exclude, for the avoidance of doubt, publishing monies, digital performance monies (e.g., SoundExchange), and neighboring rights monies, such percentage not to exceed one percent (1%). The Streaming Royalties with respect to the Recordings hereunder shall be calculated, determined, adjusted, reduced and/or pro-rated as Sony calculates, determines, adjusts, reduces, and/or pro-rates Streaming Royalties. For the avoidance of doubt, the Streaming Royalties are digital in nature and do not include, are not linked to, and are not sold together with, any items or representations that have physical dimensions such as mass or volume. This Agreement governs your participation in the transactions on the third party technology platform that enables the creation, sale, and distribution of NFTs that allow supporters of certain musical artists to receive a percentage of Streaming Royalties (the "**Royal Platform**"), which are facilitated by Royal Markets Inc. ("**Royal**"), as well as subsequent transactions between Transferors and Transferees (each as defined below). For the avoidance of doubt, the Album does not include deluxe versions of, remixes of or derivative works of the album titled "SO FAR SO GOOD." Royal is not a party to any transaction between Artist and Purchaser hereunder.

(a) Additional Terms: The access and use of the Royal Platform, www.royal.io (the "**Royal Website**"), and the purchase, ownership, sale, transfer, and use of Song Tokens are also subject to the

separate terms of the Royal Website. Purchaser acknowledges that it has carefully read and has accepted (i) the Terms of Service located on the Royal Website (https://royal.io/legal/tos) (the "**Royal Website Terms**"), (ii) the Royal Website Privacy Policy (https://royal.io/legal/privacy), and (iii) the Risk Associated with Limited Digital Assets on the Royal Platform (https://royal.io/legal/risks) because such terms and policies govern your use of the Royal Website, the Royal Platform, and your purchase, acquisition, ownership, sale, transfer, and use of Song Tokens.

(b) Changes to the terms of this Agreement. Artist may unilaterally modify or, update this Agreement in its sole discretion for any or no reason, provided, however, that such update must be intended primarily for the benefit of Purchaser and also be reasonably likely to benefit Purchaser. In the event of any such modification or update made by Artist, Artist will use commercially reasonable efforts to notify Purchaser by posting a notice, which if applicable, includes the amendment to or updated Agreement in place of this Agreement, as well as the effective date of such, amendment or update, on the Royal Website, to the Royal App, if any, and/or may also send other communications providing such notice. It's important that Purchaser review the terms of this Agreement whenever updated by Artist. Purchaser's continued possession or utilization of a Song Token after the posting of such updated Agreement constitutes an acceptance and agreement to such update. If Purchaser does not agree to bound by such changes, Purchaser may transfer their Song Token to a third party.

2. **Ownership of Song Token.**

(a) When Purchaser acquires a Song Token, Purchaser owns all personal property rights to that Song Token (e.g., the right to freely sell, transfer, or otherwise dispose of that Song Token). Such rights, however, do not include the ownership of, or any other rights to reproduce, use, or exploit in any manner, any intellectual property rights or other rights of Artist or Artist's affiliates, including any rights in or to any Recording, Artist's (or Artist's affiliates') name or likeness, and/or any other rights, interests, revenues, or royalties (except for the Streaming Royalty Share (as defined below)) earned from commercial exploitation of the Recording.

(b) Purchaser's rights to the Streaming Royalty Share (as defined in clause 3 below) will not be effective unless and until, in the case of a Purchaser of a Song Token in a Primary Transaction (a "**Primary Purchaser**"), such Primary Purchaser receives the Song Token in a cryptocurrency wallet compatible with the Song Token (the "**Wallet**"), in compliance with the Royal Website Terms.

(c) Each Song Token may, but is not guaranteed to, include or entitle its current owner to certain benefits including the receipt of the Streaming Royalty Share and/or certain other off-chain benefits, such as off-chain perks or experiences, as determined from time to time by Artist, in its sole and absolute discretion ("**Additional Benefits**"). You must redeem the Additional Benefits by the date specified in the sales post, social media post, or metadata link or the Additional Benefits will be forfeited. For the avoidance of doubt, in connection with any Additional Benefits that require Artist or the Chainsmokers Band to physically perform, it is in Artist's sole discretion to and Artist and the Chainsmokers Band have no obligation to physically perform for any reason at all. If Artist or the Chainsmokers Band do not perform for any reason, you will not receive the Additional Benefits (if connected to a physical performance in a specific time period). If any Additional Benefits are unavailable, Artist reserves the right to offer no other benefits or substitute for different benefits in its reasonable discretion, which may not be commensurate with the original Additional Benefits. Additional Benefits have no cash value and are not redeemable or exchangeable for other consideration.

(d) Neither Artist nor any of its affiliates, officers, directors, parent, subsidiaries, employees or agents is responsible if the Purchaser is deemed ineligible to participate for any reason (including, for example and without limitation, Purchaser's failure to timely redeem the Additional Benefit; or, failure to provide

complete or timely registration or health and safety information) in which event some or all of Additional Benefits may be forfeited in its entirety and no substitution will be provided except as in Artist Entity's sole discretion. For the avoidance of doubt, neither Artist nor the Chainsmokers Band will be responsible for travel disruptions, flight cancellations or delays, or cancellation or postponement of any Additional Benefits or any related activities for any reason, including but not limited to, COVID-19 outbreaks and protocols, other illness, or any other reason.

(e) **To the maximum extent permitted by applicable law, Purchaser hereby forever releases Artist and its affiliates, officers, directors, parent, subsidiaries, employees, agents, contractors, representatives, successors and assigns (collectively, "Releasees") harmless from any and all claims, demands, actions, causes of action, suits, promises, damages, judgments, obligations and liabilities of every kind or nature (a "Released Claim") that Purchaser, Purchaser's successors, assignees, heirs, distributees, guardians, next of kin, spouse and/or legal representatives ever had at any time in the past, now have, or may have in the future against any of the Releasees, whether known or unknown, due to any cause based upon, arising from or relating to (i) Purchaser's participation in or use of any Additional Benefits, (ii) the negligence or other acts, whether directly connected to the Additional Benefits or not, and however caused, by any Releasee, or (iii) the condition of the premises where any of these Additional Benefits may occur, whether or not Purchaser is then participating in such Additional Benefits, except to the extent the Released Claim is directly caused by Artist's gross negligence, willful misconduct, or fraudulent behavior.** Purchaser also agrees that Purchaser, Purchaser's successors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release. Purchaser is familiar with and does hereby waive the provisions of Section 1542 of the California Civil Code, and any other similar statute or law of any other jurisdiction, and understands and acknowledges the significance of such specific waver of Section 1542 and any other similar statute or law of any other jurisdiction: Section 1542 states as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

(f) The Streaming Royalty Share will be paid or claimable in the form of USDC on Polygon (or, if available and at Artist's sole discretion, an equivalent stable coin on blockchain) via the Royal Platform. The timing and frequency of distribution of the Streaming Royalty Share for claim is subject to Royal's receipt of Streaming Royalties from the DSPs, labels, distributors, Sony, Artist, or CS as selected by Artist or CS in its sole discretion (it being understood that whoever holds the Song Token at the time a Streaming Royalty Share is available for claim shall be the person eligible to receive such Streaming Royalty Share amounts (if any) at such time), and Artist's obligations with respect to the Streaming Royalty Share will be deemed to be satisfied if Artist, CS, or its representatives direct the distributor of the Recording to transfer the Streaming Royalty Share funds (i) to Royal to be made available to claim by the Purchaser on the Royal Website; (ii) to your Wallet, or (iii) in any other way where such funds are otherwise made available to claim by the Purchaser by Artist, CS, the Chainsmokers Band, or Royal. Purchaser hereby waives any audit rights against Artist with respect to the accounting of the Streaming Royalties and/or Streaming Royalty Shares. Purchaser acknowledges and agrees that Artist may adjust the amounts of the of Streaming Royalty Share as expressly set forth hereunder.

(g) Artist represents and warrants that (i) it has all requisite power and authority to grant the rights described in this Agreement and has obtained all third-party consents which may be required to grant any such rights; (ii) Artist shall cause CS and the Chainsmokers Band to perform its obligations hereunder; (iii) the Recording does not contain any materials that would violate your rights as described

herein; and (iv) Artist shall not sell, assign or otherwise transfer its percentage of the Streaming Royalties in a manner that would materially and adversely affect your Streaming Royalty Share (defined below).

(h) Purchaser represents and warrants that it will not transfer or knowingly permit the transfer a Song Token in any subsequent transaction (whether a Primary Transaction or a Secondary Transaction (as such terms are defined herein below)) to a Transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties ("**Prohibited Transferees**"). A "**Primary Transaction**" means a transaction facilitated through the Royal Website in which a Song Token is first sold, claimed, or acquired by the Purchaser and a "**Secondary Transaction**" means any transaction in which a Song Token is sold by one owner to another owner or is otherwise transferred in any manner that is not a Primary Transaction.

3. **Rights to Streaming Royalties**. Subject to the terms of this Agreement, and to the extent permitted by applicable law starting on the later of (a) Sony's accounting period ending June 30, 2022; and (b) the date and time that the Song Token is held in your Wallet (as recorded on the relevant blockchain), Artist hereby grants to your Wallet the License for so long as the Song Token remains in your Wallet, to receive the percentage of Streaming Royalties described in the chart below (as set forth in the on-chain Metadata (defined below) associated with each such Song Token) (the "**Streaming Royalty Share**"). For the avoidance of doubt, any of the Streaming Royalties payable to you, if any, as a result of your purchase of the Song Token shall not account to you until after such purchase and transfer of ownership (as recorded on the relevant blockchain) has taken place and shall only be in such amounts at any given time made available to Purchaser for claim via the Royal Website as contemplated hereunder (if any). For purposes of this Agreement, "**Metadata**" shall mean the data contained in the specific blockchain transaction unique to the Song Token, namely, such data in the smart contract that facilitates the Streaming Royalty Share distribution utility as described in this Agreement. You will retain such rights to the Streaming Royalty Share only for so long as (y) the Song Token remains in your Wallet; and (z) you have otherwise complied with this Agreement. The rights in the prior sentence are non-transferrable, except that it will automatically transfer in connection with the transfer of the Song Token.

Streaming Royalty Share	0.0002%

Any amounts of your Streaming Royalty Share left unclaimed after eighteen (18) months will revert to the Artist or CS. As a condition precedent to receiving your Streaming Royalty Share, you may need to follow any Streaming Royalty Share claiming procedures that Artist and/or Royal provides on the Royal Website from time to time.

4. **Song Token Image Rights**. Subject to the terms of this Agreement, and to the extent permitted by applicable law, Artist hereby grants to you, for so long as you own the Song Token (as recorded on the relevant blockchain), a non-exclusive, worldwide, royalty-free, revocable license (solely in connection with the termination provisions as set forth in Section 7 below) (with no right to sublicense) to use, copy, and display the image associated with your Song Token for the following purposes: (i) for your own personal, non-commercial use (e.g., home display, display in a virtual gallery, or as a social media avatar), including to create a reasonable number of back-up copies and a physical print out, each to be retained only for so long as you own the associated Song Token; and (ii) to sell or otherwise transfer the associated Song Token consistent with the ownership of it (e.g., posting a sales listing on an NFT marketplace).

5. **Reservation of Rights**. All rights in and to the Recordings and Streaming Royalties not expressly provided for in this Agreement are hereby reserved by Artist and Artist's affiliates. Each Purchaser acknowledges and agrees that (a) this Agreement does not convey any rights in the underlying musical composition or sounds

recording embodied in any Recording, (the so called "**Publishing Rights**") or any other rights, interests, revenues or royalties earned form the commercial exploitation of any Recording (specifically including, but not limited to, mechanical royalties or monies earned from synchronization licenses, as such terms are commonly used in the music industry) other than the Streaming Royalty Share of the Streaming Royalties, (b) this Agreement consists of a license of a revenue stream only and does not convey any ownership interest or other rights in or to the copyright in the Recording or Artist's or Artist's affiliates' name or likeness, which is fully reserved and retained by Artist or Artist's affiliates (as applicable), (c) such Purchaser has not received and will not request an advance, loan, or other payment from any third party that may be recoupable from amounts payable under this Agreement; and (d) this Agreement does not convey to any Purchaser any right to use the name, image, or likeness of the Artist or Artist's affiliates; provided that Purchaser may use the name, "The Chainsmokers", as necessary to accurately describe the Song Token in the case of any potential Secondary Transaction.

6. **Payment and Fees.**

(a) Purchase and Sale. In the case of the Primary Transaction, the Primary Purchaser hereby agrees to acquire the Song Token at the price set forth on the Royal Website (the "**Purchase Price**"). Without limiting any of the foregoing, the valid execution of this Agreement, including the delivery of the Song Token, is conditioned upon the following terms being met: (i) Primary Purchaser's payment and Artist's receipt of the Purchase Price (to the extent applicable), (ii) Primary Purchaser's provision to Artist, through the Royal Website, of a compatible network Wallet address to which the Primary Purchaser's Song Token will be delivered; and (iii) Primary Purchaser's successful completion (as determined by Royal in its sole direction) of any applicable diligence, including without limitation, any Know Your Customer, anti-money laundering, sanctions and other processes as requested by Artist and/or Royal. If the Primary Purchaser fails to meet any of the conditions above, Artist and/or Royal may suspend the delivery of the purchased Song Token unless and until such Primary Purchaser completes such conditions (as determined by Royal in its sole discretion). If such Primary Purchaser does not meet the conditions within the ten (10) calendar days following the attempted or incomplete (as determined by Royal in its sole discretion) purchase of the Song Token, Artist may terminate this Agreement with respect to such Primary Purchaser. If any Purchaser fails to meet the conditions set forth above, Artist and/or Royal may suspend the delivery of the Streaming Royalty Share and/or the Song Token. Artist and/or Royal may deduct from payments Gas Fees (as defined below), taxes, network fees, or other costs and expenses from Purchaser's Streaming Royalty Share and/or Purchase Price. To the extent Secondary Transactions are conducted via the Royal Platform, such Secondary Transactions shall be subject to the foregoing.

(b) Purchaser Qualification. Purchaser represents and warrants that it (i) is not located in a country that is subject to a U.S. Government embargo or other sanction, or that has been designated by the U.S. Government as a terrorist-supporting country; (ii) is not listed on any U.S. Government list of prohibited or restricted parties; and (iii) is not otherwise prohibited from doing business with or transacting with Artist and/or Royal.

(c) Form of Payment. Artist agrees to accept payment for the Purchase Price via the currency (fiat or cryptocurrency) denoted on the Royal Website; provided that Artist may elect to accept other methods or forms of payment on an as-converted to U.S. Dollars basis in its sole discretion. The U.S. Dollar exchange rate for any other forms of payment shall be determined solely by the Artist or its assignee or agent in accordance with reasonable and accepted market practices and additional transaction fees may apply.

(d) Gas Fees. By buying or selling a Song Token on the Royal Website or any other platform, you agree to pay all applicable fees and, if applicable, you authorize Artist or Royal to automatically deduct

fees (including any transaction fees, or Gas Fees, as applicable) directly from Purchaser's payments for the transaction or subsequent transactions; provided, however, that Purchaser shall not owe any fees, including Gas Fees, in connection with the Primary Transaction (and Royal shall bear all such fees and costs). "**Gas Fees**" fund the network of computers that run a decentralized blockchain network, meaning that Purchaser will pay a Gas Fee for each transaction that occurs via a decentralized blockchain network, including the purchase of the Song Token. Artist has no insight into or control over these payments or transactions, nor does Artist have the ability to reverse any transactions. Accordingly, Artist will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of the Song Tokens that you engage in.

(e) Transfers: All subsequent transactions of the Song Tokens are subject to the following terms: (i) the Song Token transferee (the "**Transferee**") shall, by purchasing, accepting, accessing or otherwise using the Song Token or Streaming Royalty Share, be deemed to accept all of the terms of this Agreement as a "Purchaser" hereof; (ii) the Song Token transferor (the "**Transferor**") shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee; and (iii) all songwriters on the Album identified by Artist to Royal (the "**Songwriters**") will be entitled to receive a pro-rata share of one hundred percent (100%) of the maximum royalty payable by Royal (if any) and/or the applicable third-party marketplace (e.g., OpenSea) of each Secondary Sale less any deductions charged by such third-party marketplaces and less actual, verifiable, out of pocket, unaffiliated, third party Royal administration costs, if any, and Gas Fees (as applicable) as set forth in the on-chain metadata associated with each Song Token, or as otherwise provided with the purchase of the Song Token (the "**Songwriters Royalty Payment**"). The Songwriters shall be paid on the same terms and at the same time as Transferor is paid by the Transferee. You acknowledge and agree that the amounts payable to the Songwriters under this Section herein does not include, and is not intended to cover any additional fees, including Gas Fees imposed or required by the transferring third party platform (e.g., OpenSea) through which you transfer the Song Token.

(I) Purchaser further acknowledges and agrees that all subsequent transactions of the Song Token will be effected on the blockchain network governing the Song Token, and Purchaser will be required to make or receive payments exclusively through its Wallet.

(II) Without limitation of any other termination rights, Artist may suspend or terminate the License to the Streaming Royalty Share if it has a reasonable basis for believing that you have engaged in an off-chain sale of the Song Token, or otherwise engaged in any off-chain transactions for the purchase or sale of the Song Token without making the applicable Songwriters Royalty Payment. You, and all subsequent Transferees, shall be responsible for paying the Songwriters Royalty Payment associated with the Secondary Transaction purchase price, regardless of whether such purchase price is fulfilled on-chain, off-chain, or in a combination of the foregoing.

(f) Purchaser is solely responsible for all applicable federal, state, provincial, and local taxes arising from any fees or compensation Purchaser receives from any Secondary Transaction or royalties from the Streaming Royalty Share.

7. **Artist's Rights and Obligations to the Streaming Royalties and Song Tokens**. The Parties acknowledge and agree that Artist is not responsible for repairing, supporting, replacing, or maintaining the website hosting the listing and/or display of Song Tokens, nor does Artist have the obligation to maintain any technological connection between a Song Token and the corresponding Streaming Royalty Share..

8. **Warranty Disclaimers and Assumption of Risk**. Purchaser represents and warrants that it (a) is the age of majority in Purchaser's place of residence (which is typically 18 years of age in most U.S. states) and has the

legal capacity to enter into this Agreement, (b) that Purchaser will use and interact with the Song Tokens and Streaming Royalties only for lawful purposes and in accordance with this Agreement, and (c) that Purchaser will not use the Song Tokens or Streaming Royalty Share to violate any law, regulation or ordinance or any right of Artist or Artist's affiliates, their licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that it will comply with all applicable law.

Each Purchaser acknowledges and agrees that there are risks associated with purchasing and holding NFTs and using blockchain technology. These include, but are not limited to, risk of losing access to NFT due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks. Each Purchaser warrants and represents that neither Royal nor Artist or any of Artist's affiliates (v) has made any promise or representation relating to the subject matter of this Agreement other than as expressly stated in this Agreement including, by way of example only with without limitation, any promises or representations about the potential commercial success of the Recording or the amount of Streaming Royalties, (w) guarantees that any particular amount of Streaming Royalties will be distributed via the Streaming Royalty Share, (x) guarantees that Streaming Royalties will be distributed or made available via the Streaming Royalty Share with any particular frequency; (y) guarantees that a market does or will exist for any Secondary Transactions; or (z) will be liable or responsible to Purchaser for any failure in the intended function of any smart contracts underlying Song Tokens, or any bugs, viruses, exploits, logic gaps, or malicious code which may be incorporated into any such smart contracts, or which could be used to commit fraud or otherwise cause harm. Each Purchaser acknowledges that it has obtained sufficient information to make an informed decision to acquire an NFT, including carefully reviewing the code of the smart contract and the NFT, and fully understands and accepts the functions of the same.

Each Purchaser expressly acknowledges that the Streaming Royalty Share may consist of little or no Streaming Royalties, and Purchaser acknowledges and affirms that it is collecting, trading or acquiring Song Tokens for purposes of acquiring digital collectibles for Purchaser's personal use and enjoyment, and not for any investment, commercial or speculative purposes. Any economic benefit that may be derived from appreciation in the value of the NFT or from Streaming Royalty Shares is incidental to obtaining it for its collectible purpose. Purchaser agrees that Song Tokens are not to be used as a substitute for currency or medium of exchange, resale or redistribution and that Purchaser is not acquiring any equity or other ownership or revenue sharing interest in the Royal, Artist, its affiliates or any brand or Recording as a result of Purchaser's acquisition of a Song Token. Each Purchaser acknowledges and agrees that there may not be a market for any Secondary Transactions, and to the extent there is a market for any Secondary Transaction, the Song Token may or may not have any material value in that market. Furthermore, the Purchaser has entered into this agreement on its own volition and for purposes that are wholly unrelated to any anticipation of any financial gain, namely, any investment purposes or value appreciation related to the Song Token, nor is Purchaser under the impression that, by engaging in the transaction contemplated herein, the Streaming Royalties will increase whatsoever. Purchaser further represents that the value of the Song Token is based on Purchaser's personal connection to the Recording, the Chainsmokers Band, and/or the Chainsmokers Band's musical catalog generally, and that this Agreement's primarily purpose is to allow it to strengthen the 'fan-to-artist' relationship . Purchaser warrants and covenants that it will not portray the Song Tokens as an opportunity to gain an economic benefit or profit, or as an investment or equity interest.

The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Royal Platform, and therefore the potential utility or value of Song Tokens a Purchaser acquires. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains, including any that are related to any Song Tokens Purchaser may acquire. Any purchase or sale Purchaser makes, accepts, or facilitates outside of the Royal Platform of any Song

Token will be entirely at Purchaser's own risk. Neither Royal, Artist or any of Artist's affiliates authorizes, controls, or endorses purchases or sales of Song Tokens outside of the Royal Platform., and expressly denies and disclaims any liability to Purchaser and denies any obligation to indemnify Purchaser or hold Purchaser harmless for any losses Purchaser may incur by transacting, or facilitating transactions, in any Song Tokens outside of the Royal Platform, and Artist and Artist's affiliates disclaim any liability to Purchaser regarding any use of the Royal Platform.

THE SONG TOKENS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ARTIST AND ARTIST'S AFFILIATES EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ARTIST AND ARTIST'S AFFILIATES MAKE NO WARRANTY THAT THE SONG TOKENS WILL MEET PURCHASER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ARTIST AND ARTIST'S AFFILIATES MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SONG TOKENS.

ROYAL, ARTIST AND ARTIST'S AFFILIATES WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SONG TOKEN, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO SONG TOKEN; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE SONG TOKENS.

THE SONG TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH ROYAL, ARTIST, AND ARTIST'S AFFILIATES DO NOT CONTROL. ROYAL, ARTIST, AND ARTIST'S AFFILIATES DO NOT GUARANTEE THAT ARTIST OR ARTIST'S AFFILIATES, OR ANY ARTIST PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY SONG TOKEN. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASER PURCHASES THROUGH THE ROYAL WEBSITE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, ARTIST AND ARTIST'S AFFILIATES MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE ROYAL WEBSITE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

ROYAL, ARTIST, AND ARTIST'S AFFILIATES ARE NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE SONG TOKENS. ROYAL, ARTIST, AND ARTIST'S AFFILIATES ARE NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE SONG TOKENS, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

9. Links to Third Party Websites or Resources. Use and interaction of the Song Tokens and Streaming Royalties may allow Purchaser to access third-party websites (including websites that host the Streaming Royalties) or other resources. Artist and Royal provide access to such third-party websites or resources only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party websites or resources. Under no circumstances shall Purchaser's inability to view its Streaming Royalties on a third-party website serve as grounds for a claim against Royal or Artist.

10. Termination of License to Streaming Royalties. Purchaser's License to the Streaming Royalty Share as described herein will automatically terminate and all rights will revert to Artist (or Artist's affiliate(s)) and Royal, if and as applicable, including all the fees up until the point of breach that were not paid to the Purchaser, if at any time: (a) Purchaser breaches any portion of this Agreement or (b) Purchaser engages in any unlawful activity related to the Song Token (including transferring the Song Token to a Prohibited Transferee). Upon any termination, discontinuation, or cancellation of Purchaser's License to the Streaming Royalty Share, Artist may disable Purchaser's access to the Streaming Royalty Share or any other benefits derived from owning a Song Token. Upon any termination, discontinuation, or cancellation of the License in this Agreement, the following Sections will survive: 2, 5, 7 through 17.

11. Indemnity.

(a) Purchaser shall defend, indemnify, and hold Artist and Royal (and each of their respective affiliates and their respective agents, employees, owners, authorized representatives and designees (the "**Artist Parties**") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using the Song Tokens whether or not such person personally purchased or acquired the Song Tokens) against any Artist Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (i) Purchaser's access to or use of the Royal Website or any Song Token; or (ii) your breach of this Agreement.

(b) Purchaser recognizes that this Agreement consists of a license of a revenue stream only and does not convey any ownership interest or other rights in or to the copyright in the Recording or Artist's or Artist's affiliates' name or likeness, which is fully reserved and retained by Artist, Artist's affiliates, Sony, and/or other third parties. For the sake of clarity, in the event of any third-party allegation, dispute, claim, action, or proceeding arising out of or related to a claim that the Recording infringes the intellectual property rights of a third party (a "**Claim**"), Artist has the exclusive right to defend, resolve, negotiate, settle, or otherwise handle such Claim in its sole discretion without being required to consult with or otherwise obtain the approval of Purchaser. To the extent any such Claim is brought against Purchaser, Purchaser hereby irrevocably authorizes and appoints Artist to be Purchaser's exclusive representative. As such, Artist will have the irrevocable and exclusive right to defend, resolve, negotiate, settle, or otherwise handle such Claim in its sole discretion without being required to consult with or otherwise obtain the approval of Purchaser, and likewise, Artist shall defend, indemnify, and hold Purchaser harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any such Claim.

12. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ARTIST, ARTIST'S

AFFILIATES, NOR THEIR SERVICE PROVIDERS, INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SONG TOKENS, INCLUDING ROYAL, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SONG TOKENS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE SONG TOKENS OR ACCESS THE STREAMING ROYALTIES OR STREAMING ROYALTY SHARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ARTIST, ITS AFFILIATES, OR THEIR SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL ARTIST'S (OR ANY OF ITS AFFILIATES) OR ROYAL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE SONG TOKENS OR ACCESS THE STREAMING ROYALTIES OR STREAMING ROYALTY SHARE EXCEED THE PURCHASE PRICE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARTIST AND PURCHASER.

13 Governing Law and Forum Choice. This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that Purchaser and Artist are not required to arbitrate will be the state and federal courts located in Delaware, and Purchaser and Artist each waive any objection to jurisdiction and venue in such courts.

14 Dispute Resolution.

(a) Mandatory Arbitration of Disputes. The Parties each agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof of the Song Tokens transaction (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Artist agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that you and Artist are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(b) Exceptions. As limited exceptions to Section 14(a) above: (i) both Parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) both Parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A Party who wishes to start arbitration must submit a written Demand for Arbitration to

AAA and give notice to the other Party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The Parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and Artist won't seek to recover the administration and arbitrator fees Artist is responsible for paying, unless the arbitrator finds your Dispute frivolous. If Artist prevails in arbitration Artist will pay for all of its attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either Party and may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. To the extent that you or Artist prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The Parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND ARTIST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

15 **Severability**. With the exception of any of the provisions in Section 14(f) of this Agreement ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of the terms of this Agreement will still apply.

16. **Sony**. Purchaser acknowledges and agrees that is shall under no circumstances have any rights against Sony hereunder, nor shall Purchaser be entitled to receive access to any terms of any agreement between Sony (or any of its affiliates) and CS (or any of its affiliates).

17 **General Terms**. This Agreement will transfer and be binding upon and will inure to the benefit of the Parties and their permitted successors, heirs, and assigns, in particular any Transferee. Any Transferee shall be bound by this Agreement and be deemed the "Purchaser" hereunder. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement . Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing.. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the Parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority

to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation". Any notices or other communications provided by Artist or Royal under this Agreement may be given by posting a public notice on the Royal Website or by contacting the Purchaser at the contact information provided on the Royal Website. Purchaser may give notice to Artist or Royal by contacting Royal at the contact information provided on the Royal Website. Notice is effective upon five (5) days following receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.